

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, JANUARY 20, 1998

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 97-13, "COMMUNITY FACILITIES PLAN"
5. Third & Final Reading of Above Mentioned Ordinance
6. Consideration of Request to Apply for a CDBG Grant for Sewer System Improvements - Mr. Robert Winchester, Sewer Commission Superintendent & Mr. Robert Gaillard, Economic Development Director
7. Consideration of Approval of Review Committee for Vocational Rehabilitation Sewer Project - Ms. Judy Romano, SC Appalachian Council of Governments
8. Consideration of Approval of Cooperative Agreement Between the United States of America and the County of Oconee for the Provisions of Law Enforcement Services - Sheriff James Singleton
9. Briefing Regarding State's Infrastructure Plan -Mr. Michael Shealy, South Carolina State Budget & Control Board
10. Discussion Regarding Cable Franchise Fees - Mr. Buddy Timmons, Charter Cable
11. Consideration of Request to Apply for the Following Grants - Mr. Alex James, PRT Director
 - (a) Tourism Marketing Partnership Grant
 - (b) Watercraft Recreation Fund in the Amount of \$10,000
 - (c) Parks & Recreations Development Fund in the Amount of \$10,000

A G E N D A

January 20, 1998

Page 2

12. Third & Final Reading of Ordinance 97-14, "OCONEE COUNTY PERSONNEL POLICIES & PROCEDURES MANUAL, RESCINDING ORDINANCE 80-2"
13. Consideration of Bids for Electrical Work for Pine Street Administration Offices - Mr. Jon Caime, County Engineer & Ms. Marianne Dillard, Purchasing Agent
14. Consideration of Bids for Timber Sale at Seneca Landfill - Mr. Jon Caime, County Engineer, Mr. Jack Hirst Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent
15. Discussion of Possible Sale of 1981 CAT Compactor - Mr. Jack Hirst, Solid Waste Director
16. Consideration of Request to Apply for a Bonus Grant in the Amount of \$11,111 - Mr. Jack Hirst, Solid Waste Director
17. Consideration of Bids for Pumper Trucks - Mr. Dewitt Mize, Rural Fire Marshal & Ms. Marianne Dillard, Purchasing Agent
18. Old Business
19. New Business
20. Adjourn

2:15 Administrative Briefing

Prior to the regular Council Meeting at 3:00 pm there will be an open meeting January 20, 1998 at 2:30 pm in Council Chambers, 208 Booker Drive, Walhalla, SC for the public to express their concerns to Council. Anyone wishing to speak will need to sign in and give the subject on which they wish to express their concerns.

The Oconee County Council and the Oconee County Legislative Delegation will meet Monday, January 26, 1998 at 9:00 am in Council Chambers, 208 Booker Drive to discuss pending legislation affecting local governments.

MEMBERS, OCONEE COUNTY COUNCIL

Ms. M. Fran Burrell, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District IV

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, January 20, 1998 at 3:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of The press notified (by mail):
Journal Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Press

Members of the press present: Brian Suber - Anderson Independent & Dick Mangrum - WGOG Radio.

The meeting was called to order by Supervisor -Chairman Orr who welcomed the guests and media.

Call to Order

The invocation was given by Mr. Hamilton.

Invocation

Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 4 - 0 (Ms. Burrell abstaining) that the minutes of the January 6, 1998 meeting be adopted as printed.

Minutes

First on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 97-13, "COMMUNITY FACILITIES PLAN". There was no one present with written or oral comments.

**Public Hearing
Ord. 97-13**

Following the public hearing, Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Ordinance 97-13 be adopted on third and final reading.

Upon request of Mr. Robert Gaillard, Economic Development Director and Mr. Robert Winchester, Sewer Commission Superintendent, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 - 0 that the Sewer Commission apply for a CDBG Grant for an extension of the Richland Creek sewer line.

**CDBG
Grant**

Upon request of Ms. Judy Romano, SC Appalachian Council of Governments, Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 - 0 that Mr. Harry Hamilton, Mr. Robert Winchester, Ms. Marianne Dillard & Mr. Jon Caime be appointed to a review committee for the Vocational Rehabilitation Sewer Project. (See attached letter)

**Review
Committee**

Minutes, Oconee County Council Meeting
Tuesday, January 20, 1998 - 3:00 pm
Page 2

Upon request of Captain Terry Wilson, Mr. Timms made a motion, seconded by Ms. Burrell, approved 5 - 0 that the Cooperative Agreement Between the United States of America and the County of Oconee for the Provisions of Law Enforcement Services be adopted. This contract allows for lake shore patrol. (See attached agreement)

**Lake
Patrol**

Mr. Dan Mackey & Mr. Phillip Slayter of the South Carolina State Budget & Control Board addressed Council regarding the state's infrastructure plan. In their presentation, Mr. Mackey stated the need to prepare for growth in South Carolina and the need for an infrastructure plan to be in place. (See attachment)

**Infra-
structure**

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 - 0 that no action be taken regarding the "Election of Franchise Fee on Franchise Fee" until someone from Charter Communications addressed Council regarding the matter.

**Cable
TV**

Upon request of Mr. Alex James, PRT Director, Mrs. Hughes made a motion, seconded by Ms. Burrell, approved 5 - 0 that PRT apply for a Tourism Marketing Grant in the amount of \$1,000. This grant will be used for tourism promotion and brochures.

PRT

Also, upon Mr. James' request, Mr. Hamilton made a motion, seconded by Mr. Timms, approved 5 - 0 that PRT apply for a Watercraft Recreation Fund Grant in the amount of \$10,000. This is a matching grant of between \$10,000 and \$17,000 which will be used toward an automatic gate system at High Falls.

Further, upon request of Mr. James, Mrs. Hughes made a motion, seconded by Mrs. Burrell, approved 5 - 0 that PRT apply for a Parks & Recreation Development Fund Grant in the amount of \$10,000 to go toward play ground equipment, etc.

Ms. Burrell made a motion, seconded by Mrs. Hughes, approved 5 - 0 that third and final reading of Ordinance 97-14, "OCONEE COUNTY PERSONNEL POLICIES & PROCEDURES MANUAL, RESCINDING ORDINANCE 80-2" be postponed until February 3, 1998 with the Personnel & Intergovernmental Committee meeting at 6:00 pm prior to the meeting to discuss the ordinance.

Ord. 97-14

Upon recommendation of Mr. Jon Caime, County Engineer, and Ms. Marianne Dillard, Purchasing Agent, Mr. Hamilton made a motion, seconded by Mr. Thomas, approved 5 - 0 that the bid for electrical wiring for Phase One of the Pine Street Complex be awarded to A.R.S., Inc. who was low bid at \$28,500. (See attached bid sheet)

Pine St.

Upon recommendation of Mr. Caime & Ms. Dillard, Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Winchester Brothers Lumber, Inc. be awarded the bid to harvest timber on the hospital site at \$31,850 plus \$200 for another less than a quarter of an acre of timber.

**Lumber
Bid**

Mr. Caime further explained to Council that there is approximately one and one quarter acres of timber that needs to be harvested on the proposed motor pool site. After considerable discussion, Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 4 - 1 (Ms. Burrell voting against) that Mr. John Little be retained to appraise the timber and the Purchasing Agent then accept the highest proposal for the trees.

Upon recommendation of Mr. Jack Hirst, Solid Waste Director, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 5 - 0 that the county accept proposals to sell the 1981 CAT compactor that is no longer being used as the landfill.

**Sell
Compactor**

Upon recommendation of Mr. Hirst, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 5 - 0 that Solid Waste apply for a bonus grant in the amount of \$11,111 to go toward the purchase of a steel can crusher.

Grant

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal, Mr. Timms made a motion, seconded by Mrs. Hughes, approved 5 - 0 that the bid for two pumper trucks be awarded to Advanced Fire Apparatus, Inc/Quality Manufacturing, Inc. who was low bid at a cost of \$375,989. (See attached bid sheet)

**Rural
Fire**

Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 5 - 0 that Mr. Dewitt Martin be reappointed to the Oconee County Sewer Commission.

**Sewer
Appt.**

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Mr. Robert Gaillard and Mr. Charles Reid be reappointed to the SC Appalachian Council of Governments Board.

**COG
Appt.**

Ms. Burrell made a motion, seconded by Mr. Timms, approved 5 - 0 that the attached Resolution of the Oconee County Planning Commission, "A RESOLUTION OF OCONEE COUNTY PLANNING COMMISSION IN SUPPORT OF PRIVATE PROPERTY RIGHTS" be forwarded to the Governor and General Assembly.

**Res. of
Planning
Comm.**

Mr. Orr appointed Mr. Timms to attend a seminar on racial relations February 4, 1998 in Columbia.

**Racial
Relations**

Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 5 - 0 that Mr. Harry Jones be appointed to represent District III on the Housing & Revitalization Committee.

**Home
Committee**

Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Mr. Hugh Foster be appointed to represent District IV on the Housing & Revitalization Committee.

Mr. Timms stated he felt the county should continue the feasibility study regarding a welcome center on Highway 11 and the county should pursue Fall Creek Park as a county park.

PRT

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 - 0 that Mr. Ryan Honea be reappointed to represent District V on the Planning Commission.

**Planning
Appts.**

Mrs. Hughes made a motion, seconded by Ms. Burrell, approved 5 - 0 that Mr. Tommy Abbott be reappointed to represent District IV on the Planning Commission.

The Purchasing, Contracting, Real Estate, Building & Grounds Committee scheduled a meeting Tuesday at 5:15 pm in Council Chambers.

**Committee
Meet**

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 - 0 that Council request that a referendum on the form of government for the county be placed on November ballot.

**Referen-
dum**

Mr. Cain, County Attorney, presented Council with a draft ATAX Ordinance that he had been prepared and presented to the Chairman of the ATAX Committee. Mr. Cain further stated that he expected this ordinance to be presented to Council by the ATAX Committee in the near future.

**ATAX
Committee**

Mrs. Hughes made a motion, seconded by Mr. Timms, approved 5 - 0 that Council go into executive session for the purpose of discussing pending litigation.

**Executive
Session**

When open session resumed, Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the administration be allowed to proceed with an application to SC Department of Health & Environmental Control to expand the construction and demolition disposal area at the Seneca Landfill in accordance with DHEC guidelines and plans prepared by the county's engineering consultants.

**Open
Session**

Minutes, Oconee County Council Meeting
Tuesday, January 20, 1998 - 3:00 pm
Page 5

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 - 0 that the county supervisor be authorized to notify the appropriate persons with Pickens County government that put Pickens County on notice that Oconee County intends to proceed to explore all options which might be available concerning the utilization of Oconee County's property which is the 500+ acre site purchased for a solid waste disposal/research facility.

Adjourn: 6:30 pm

Submitted By:

Opal O. Green
Opal O. Green
Council Clerk
Reviewed By:
Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Open
Session
Cont'd

Adjourn



Appalachian
COUNCIL OF GOVERNMENTS

50 Grand Avenue • PO Drawer 0668
Greenville, SC 29606 • (864) 242-9733

January 15, 1998

Mr. Harrison Orr
Supervisor/Chairman
Oconee County
208 Booker Drive
Walhalla, SC 29691

Dear Mr. Orr:

I am writing requesting that County Council appoint and approve a review committee for the procurement of engineering services for the Vocational Rehabilitation Sewer Project.

As you know, Oconee County must publicly bid out engineering services for this project. Once proposals are received, a review committee must rate and rank them, using criteria established by the SC Department of Commerce, Division of Community Grant Services. I would like to recommend that County Council appoint the following persons to a review committee for this project only:

- Mr. Harry Hamilton, County Council Member
- Mr. Bob Winchester, Director, County Sewer Authority
- Ms. Marianne Dillard, County Purchasing Agent
- Mr. Jon Caine, County Engineer

I would appreciate your asking the Council to consider this request. I will be attending the January 20 Council meeting, and will be available to answer questions at that time.

Thank you for your assistance in this matter.

Sincerely,

Judith Romano
Grants Administrator

COOPERATIVE AGREEMENT
APPENDIX "A"
PLAN OF OPERATION
INCREASED LAW ENFORCEMENT SERVICES

1. Law enforcement services provided by the Cooperator without cost reimbursement include intermittent recreation area patrols to the most heavily used areas throughout the year, and response to emergency or special assistance calls as needed.

2. The Cooperator agrees to provide increased law enforcement services on a cost reimbursable basis by providing at least one trained and qualified deputy with an official vehicle at the locations noted, and in accordance with the following conditions:

a. Increased patrols will begin on March 6, 1998 and conclude on October 25, 1998. Patrols will be 8-hour shifts (excluding lunch breaks) and will be performed according to the following frequencies listed below. A definite work schedule will be mutually agreed upon prior to initiating increased patrols

March 6 - April 26, 1998	Three 8-hour patrols (Fri., Sat., and Sun.) per week
April 29 - August 30, 1998	Five 8-hour patrols (incl. Fri., Sat., and Sun.) per week
September 4 - October 25, 1998	Three 8-hour patrols (Fri., Sat., and Sun.) per week.

b. In addition to the above schedule, an overtime 8-hour patrol will be conducted on the following dates: May 25 & 26, June 29 & 30, July 6 & 7 and Sept 7, 1998.

c. All areas "a" through "k" listed below, shall be patrolled at least one time during each 8 hour shift. Underlined areas are high priority areas in which patrols should be concentrated (repeated) in times of high visitation. Mutually agreed upon exceptions may be made to this schedule to respond to unusual circumstances or conditions (i.e., foot patrols, road checks, etc.).

- | | |
|---------------------------|---|
| a. Choestoea | h. Mullins Ford |
| b. <u>Coneross</u> | i. <u>Oconee Point</u> |
| c. <u>Fair Play</u> | j. Prathers Bridge & Tugaloo
Indian Mounds |
| d. 123 Fishing Pier | k. Tabor |
| e. <u>Friendship</u> | l. PU 46 River Area* |
| f. <u>Lawrence Bridge</u> | |
| g. Martin Creek | |

*Patrol only when time and manpower allow.

3. The Cooperator agrees to maintain radio communication capabilities with the Project Management personnel either by the use of agency equipment or by Government furnished equipment. The Cooperator will assume liability for any radio equipment issued by the Government that is lost or damaged due to carelessness or negligence. The Government will be responsible for the installation and maintenance of the radio equipment hand receipted to the Cooperator.

4. The Government will provide an orientation program for all cooperating law enforcement personnel. Every deputy providing service under this cooperative program must attend.
5. If different than the Sheriff, the Cooperator will specify an official point of contact for coordinating implementation of this agreement.
6. The Cooperator will prepare a *Daily Law Enforcement Log* in accordance with Attachment No. 1, for every working day. The log must be a complete summary of findings and actions taken during patrols completed by person(s) performing patrols. Completed logs must be submitted to justify claims for payment.
7. The Cooperator agrees to submit monthly pay requests to the Government within 15 days of the month's ending. For each week after this period, the Government will reduce the requested reimbursement by 5%. Monthly payments will be made by the Government based upon the Cooperator's submittal of the *Law Enforcement Reimbursement Request* (Attachment No. 2). Discrepancies or incomplete *Daily Law Enforcement Logs* (Attachment No. 1) may result in reduced monthly payments. The extent of documentation necessary to support invoiced amounts will be mutually agreed upon by the Corps and the Cooperator. The Government will make payment to the Cooperator based on timely receipt of the Cooperator's *Law Enforcement Reimbursement Request*. The Government agrees to notify the Cooperator prior to reducing requested reimbursable costs.
8. Serious incidents occurring on public land or water must be reported to the Project Manager's Office as soon as possible, preferably no later than the next work day. Preliminary copies of written reports will be submitted within 2 working days of the time of the incident, and final copies must be provided within a week of completion.
9. The Cooperator shall make available at its office all accounting records and supporting documentation for inspection and audit by an authorized representative of the Corps. Agreements are subject to audits requested by the Corps at intervals deemed appropriate.
10. In compensation for increased Law Enforcement Services in accordance with this agreement, the Government agrees to reimburse the Cooperator at the rate of \$25.39 per hour. The hourly rate includes the use of the official vehicle by the Cooperator, including overhead, utilization, operation, maintenance, and repair of such vehicle as allocated for use under the agreement. Payment will not be authorized for activities not directly related to actual lake patrols without prior approval from the Corps of Engineers, Hartwell Project.
11. Estimated cost for reimbursable services is \$29,858.64 for the period indicated in this agreement. The Cooperator agrees to compensate deputies in accordance with the provisions of the Service Contract Act and the Contract Work Hours and Safety Standards Act.

Designated Representative

1. The following person is designated by the Government to make or receive requests for services under this agreement:

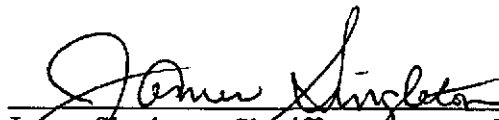
Jason Corder, Park Ranger
U.S. Army Corps of Engineers
Hartwell Project
Post Office Box 278
Hartwell, Georgia 30643-0278
Telephone: (706) 856-0332 or (888) 893-0678 ext. # 332
Fax: (706) 856-0358
e-mail: jason.l.corder@sas02.usace.army.mil

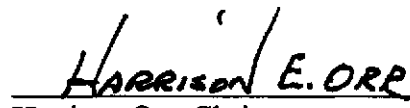
2. The following person is designated by the Cooperator to make or receive requests for service under this agreement:

James Singleton
Sheriff, Oconee County
208 Booker Drive/County Mail Room
Walhalla, South Carolina 29691

3. Payments should be made payable to Oconee County.

Receipt is hereby acknowledged:

 1/27/98
James Singleton, Sheriff Date
Oconee County, South Carolina

 1-29-98
Harrison Orr, Chairman Date
Oconee County Council

Richard S. Austin Date
Hartwell Project Manager

ATTACHMENT NO. 2
 LAW ENFORCEMENT REIMBURSEMENT REQUEST
 FOR REPORTS REQUIRED UNDER THE COOPERATIVE AGREEMENT
 WITH THE U.S. ARMY CORPS OF ENGINEERS

CONTRACTOR (COUNTY) : _____ PROJECT: HARTWELL

DEPUTIES NAME : _____

DATE	TOTAL HOURS	COST PER HOUR	TOTAL COST PER DAY
		X	=
		X	=
		X	=
		X	=
		X	=
		X	=
		X	=
		X	=
		X	=
		X	=

TOTAL = _____

I certify that the above bill is correct and just for payment

SIGNATURE / DATE: _____

TITLE: _____

ADDRESS: _____

GRAND TOTAL= _____
 (ALL SHEETS)

Comprehensive Infrastructure Development Act of 1997

List of Responsibilities

Local Governments

- encouraged to develop local comprehensive infrastructure plans, taking into account future developmental needs regarding water, sewer and telecommunications.
- encouraged to coordinate and assist the regional councils of government in developing local and regional comprehensive infrastructure plans.

Councils of Government

- liaison between local governments and the Division of Regional Development (DRD).
- submit regional plans to DRD.
- coordinate and assist local governments in plan development.
- assist DRD in comprehensive statewide planning, including defining and implementing long- term goals, objectives and priorities.
- establish standards and elements of local infrastructure plans.
- encourage interjurisdictional cooperation among local governments.

Budget and Control Board, Division of Regional Development

- responsible for the creation of state infrastructure development plans.
- coordinate regional plans.
- coordinate state programs and resources.
- infrastructure plans responsibilities:
 - prescribe elements of plan.
 - coordinate and qualify regional plans.
 - consult with other state agencies.
 - provide training.
 - advocate in the decision making process that affects the plan.
 - coordinate state government actions.
 - identify and coordinate public funds.
 - request assistance from other state agencies.

State Agencies

- every state agency that licenses, permits, regulates or otherwise sanctions activities related to infrastructure development is required to consider whether a decision is consistent with state and regional infrastructure plans.

EXECUTIVE SUMMARY

www.state.sc.us/acir/lisc

EXECUTIVE SUMMARY

The state of South Carolina has done what few states are willing to do: It has looked at the costs of growth twenty years into the future. What has it found? Very simply—growth, although good—is not inexpensive.

Infrastructure (roads, bridges, water/sewer lines, utilities, public service buildings, public safety buildings, public recreational buildings, and public works facilities) costs money—money to construct, to rehabilitate, and to maintain. Further, since infrastructure is believed to be for the most part both expandable and indestructible, very rarely is it adequately provided, and almost never is it sufficiently maintained and rehabilitated. Thus, reflective of the above, infrastructure is often made more expensive by the sins of previous generations and, accordingly it is a costly catch-up game that never seems to be won.

Not only has the state of South Carolina calculated infrastructure needs, more importantly it has also looked at ways to reduce this need. This is done by providing infrastructure in more efficient ways, by allowing technology to replace outmoded delivery systems and materials, and through the sharing of infrastructure.

Another way of reducing infrastructure need and cost is to change the way the state is growing. This does not mean that growth should be halted; indeed, growth in all parts of the state is linked to higher qualities of life. It does mean that growth should be less spread out and should be located closer to already existing development and infrastructure.

Yet another way of reducing costs is to be knowledgeable about costs in advance of their occurrence by having a centralized agency coordinate infrastructure requirements and project future needs. This agency would be cognizant of what state departments are doing as well as the activities of regional Councils of Governments, counties and cities. This agency would also inform the public about the infrastructure needed to accommodate new growth and about the statewide obligation to keep the costs of infrastructure down.

What is the upside of what has been done here, and is there a downside? The upside is knowledge and the ability to plan and save for future needs. This includes detailed projections by nearly thirty categories of infrastructure. The upside is also choice: the ability to be more efficient about future growth and to pass on these savings to future generations of citizens of the state. The downside is that the numbers are daunting, and so may be ignored. Further, revenues must be earmarked from conventional sources or raised from other sources to pay for this need. But when the upside is compared to the downside, the choice is clear: *Infrastructure need must be specified, understood, and addressed.*

Without infrastructure in place, South Carolina cannot grow. This path-breaking study of the infrastructure needs of the state informs South Carolinians of the whys and wherefores of future growth-related capital spending. It clearly tells all citizens what infrastructure is needed, how much it will cost, and how other states have paid for it.

GROWTH IN SOUTH CAROLINA

South Carolina is one of the fastest-growing states in the United States. The state's 1995 population of 3.7 million and job base of 1.6 million has increased by one-third and one-half, respectively, since 1970. In the next twenty years these numbers will increase by another 23 and 30 percent. By the year 2015, the state will have a population of over 4.5 million and a job base of 2.1 million. South Carolina is the tenth fastest-growing state in the nation and the fifth fastest-growing state in the South. This indicates that the state is rapidly developing and, as well, that significant competition for growth exists within the region. Three-quarters of the growth will take place in the state's established regions. The Appalachian Region will be the growth leader, at double the growth of the next fastest-growing region (Midlands), followed by the Berkeley-Charleston-Dorchester, Waccamaw, and Catawba Regions. At about two-thirds the level of growth of the latter regions are the Lower Savannah and Lowcountry Regions. Trailing at one-third of these levels are Santee Lynches, Upper Savannah, and Pee Dee Regions.

South Carolina attracted \$5.4 billion in nonresidential development investments in 1995, exceeding the previous yearly record by 45 percent. The jobs emerging from this growth paid an average wage of \$28,500—\$6,000 higher than the state average and \$2,000 higher than the national average.

Premier international companies such as BMW, Hoffman-LaRoche, Amoco Chemical, Nucor, Michelin, and Fuji now call South Carolina home. With a strong and stable business climate, the

state has become competitive as a center for regional and corporate headquarters. This is evidenced in Greenville-Spartanburg, Columbia, and Charleston. Tourism, too, is a pillar of the state's economy. Myrtle Beach, Charleston and Hilton Head are internationally recognized tourist destinations.

As of February 1997, South Carolina has more than 1,000 prime industrial sites ready to be developed and 250 spec-built buildings ready to be occupied. Counties in the state will issue 15,000 new residential building permits this year.

This development can draw on 16,000 megawatts of state electricity, 33 billion gallons of waterflow per day, and 160,000 miles of fiber optics. Eighty percent of the United States's population and retail sales are within 1,000 miles of Columbia, South Carolina.

INFRASTRUCTURE NEED

Infrastructure need in the state of South Carolina will be close to \$57 billion for the period 1995 to 2015. About 58 percent (\$33 billion) of this need is related to new growth, 25 percent (\$14 billion) to ongoing rehabilitation (repair of existing and added infrastructure), and 17 percent (\$10 billion) to backlog (various projects that should be completed).

This \$57 billion of need for a twenty-year period encompasses twenty-eight categories of infrastructure that range from roads to libraries. These are grouped into seven larger categories which comprise the following percentages of need:

Transportation	(51%)	\$28.8 billion
Commerce	(7%)	\$3.9 billion
Public Safety,	(5%)	\$2.6 billion
Administration/Welfare		
Education	(18%)	\$10.2 billion
Health	(14%)	\$7.8 billion
Recreation and Culture	(2%)	\$1.5 billion
Environment	(3%)	\$1.9 billion

Given the above, it is clear that half of all infrastructure need is in transportation, one-third is in education and health, and one-sixth is in the sum of the remaining categories of: commerce, public safety/ administration/welfare, environment, and recreation/culture.

SAVING INFRASTRUCTURE COSTS: TECHNOLOGY RELATED

Infrastructure costs can be reduced by providing infrastructure in alternative ways, improving technology, and sharing infrastructure.

- I. Alternatives to Traditional Construction/Approaches Savings based upon:
 - A) *New construction management techniques:* **\$2.863 billion**
 - B) *Privatization and public-private partnerships:* **\$2.333 billion**
 - C) *Zoning/building code and other regulatory modifications:* **\$1.334 billion**
 - D) *Modularization and standardization:* **\$1.331 billion**
 - E) *Improved maintenance programs:* **\$1.268 billion**
 - F) *Reduction or elimination of infrastructure demand:* **\$0.680 billion**
 - G) *Substitution of construction materials:* **\$0.519 billion**

II. Technological Advances Savings based upon:

- A) *Continuing computerization and the telecommunications revolution:* **\$1.208 billion**
- B) *New composite materials:* **\$1.178 billion**
- C) *New mechanical devices:* **\$0.502 billion**
- D) *Use of new power supplies:* **\$0.258 billion**
- E) *Environmental remediation:* **\$0.075 billion**

III. Regionalization, or Sharing of Resources Savings based upon:

- A) *Enhanced effectiveness of existing infrastructure and programs:* **\$0.232 billion**
- B) *Reduction of duplicative infrastructure:* **\$0.270 billion**

TOTAL SAVINGS \$13.906 billion

SAVING INFRASTRUCTURE COSTS: COSTS OF SPRAWL SAVINGS

Infrastructure costs can also be saved by channeling growth closer to where growth has already taken place or to rural centers where new growth can be more efficiently serviced. Growth management enables all projected growth to take place but in a way that conserves resources because lands are not skipped over and infrastructure underutilized.

Savings of \$2.7 billion can be realized by developing near existing neighborhoods for traditional suburban development and in predesignated peripheral centers for rural development.

The above two sources of savings amount to about \$16.7 billion that, when subtracted from \$56.7 billion, amounts to \$40 billion to be raised over 20 years, or \$2 billion per year.

REVENUES TO SERVE INFRASTRUCTURE NEEDS: WHAT IS THERE? WHAT MUST BE RAISED?

About three-quarters of future infrastructure needs of \$2.0 billion per year for 20 years (after savings) can be met from current sources of state/local general revenues from federal, state, and intergovernmental transfers.

Another one-quarter of the revenues can be raised from other revenue sources or a portion of infrastructure need defined.

A list of potential sources of revenue and their projected revenues is included in the Infrastructure Study.

AN INFRASTRUCTURE BUSINESS PLAN FOR THE STATE OF SOUTH CAROLINA

Infrastructure and economic development must take place within a framework. Almost all private businesses, even the smallest, have a business plan for the future. This plan lays out how much they will grow and what they need for growth. On the other hand, few local governments in a state or even the state as a whole have a "business plan" for their future. Most local governments that engage in capital planning do so without regard for regional growth issues and are primarily concerned with development taking place strictly within their boundaries. Without judicious planning, local governments live from day to day and must respond to crises rather than avoiding them. Without infrastructure planning, there are no mechanisms to ensure that scarce resources are being used in the best possible way. Developing local, regional, and statewide infrastructure

plans is the cornerstone for the state's policy for future growth.

No business plan can be implemented nor meaningful priorities established without a designated administrative body to make decisions that will benefit all. A Division of Regional Development within the State Budget and Control Board could serve as a central authority and coordinating body responsible for establishing an infrastructure prioritizing process.

The Division of Regional Development would act in an advisory role to assist local and regional planning agencies. It would comprise several current subsidiary agencies approved by the State Budget and Control Board.

EDUCATING THE PUBLIC ON INFRASTRUCTURE NEEDS

At the heart of the challenge of infrastructure finance is a lack of general understanding regarding the relationship between the presence of infrastructure and the level of a community's quality of life, and practically no understanding of the costs of infrastructure and the sources of revenue upon which infrastructure depends. The public view is that infrastructure "is there and lasts forever." Further, "infrastructure is expensive to fund; avoid it so that taxes don't go up." Obviously, a key element of a successful infrastructure program is educating the public (including elected and appointed officials) about the nature of infrastructure and the costs/benefits of maintaining and improving it.

It is the responsibility of the Division of Regional Development to initiate an educational program. The Division of Regional Development must understand who the audience is, what

the needs are, and how best to communicate the need message to the identified audience.

CONCLUSIONS—FUTURE ACTIVITIES

It is absolutely essential that the state of South Carolina not miss the opportunity to plan and provide for infrastructure at a time when infrastructure is needed. The state will undergo significant and sustained growth for the foreseeable future; not to provide, or to cut back, on infrastructure during this critical period will cause congestion and overload on each and every aspect of the system. Quality of life will decline, and those now seeking out South Carolina as a location for business development and residence will go elsewhere.

One of the most important lessons of our time is that "quality sells." This dictum means that to the degree something is done well, people will seek it out and buy into it. This should

be the byword for South Carolina in the future. The necessary accompaniment to development, i.e., infrastructure, must be done well. Transportation, education, recreation, the arts, and the public justice system should be funded to the degree that they work exceedingly well. If this is done, the state will flourish and mature, and people will continue to be attracted to it. If it is not done, South Carolinians will pay the price of growth competition, and other regional growth participants will emerge as leaders. All of the evidence that has been produced to date confirms that growth is directly related to quality of life. To the degree that growth diminishes because of lack of infrastructure, so will quality of life. Roads that work, an educated labor force, prime recreational facilities, adequate utilities, and cultural amenities attract businesses and taxpaying citizens to an area.



CHARTER COMMUNICATIONS

December 19, 1997

Mr. Harrison Orr
County Administrator
Oconee County
208 Booker Drive
Oconee, South Carolina 29691

Dear Mr. Orr:

On November 26, we sent a letter notifying you of the recent decision by the Fifth Circuit Court of Appeals regarding the "fee on fee" issue. This decision established that gross revenues from a cable operator may now include franchise fees for the purpose of calculating and paying franchise fees. The purpose of the letter was to determine whether or not Oconee County preferred that franchise fees be included as part of gross revenues before it actually went into effect on February 1, 1998. We asked that we receive your response in writing within 30 days if you preferred that franchise fees not be included as part of the gross revenue calculation.

Our deadline to implement this change has been extended until January 5, which allows us a few more days to receive your reply. We realize that your council may not be convening until the month of January due to the holiday season. However, we ask that you take a few minutes to mark the appropriate election on the attached page in order for us to determine what decision Oconee County has made regarding this crucial issue or if you need an extension. I ask that you return this form to my attention at the address below at your earliest convenience.

If you have any questions or need additional information, please feel free to contact me at (864) 963-2671. Charter Communications is committed to providing your community with the best possible cable service. We will continue to keep you informed of any new developments.

Sincerely,

Buddy Timmons
State Operations Manager

Cc: David McCall

BIDDER	A. R. S., Inc.	Clements Electrical, Inc.	Davis Electrical & Plumbing, Inc.
Base Bid (lump sum)	\$ 28,500.00	\$ 35,300.00	\$ 43,851.00
Time & Materials:			
Hourly rate	\$ 45.00	\$ 25.00	\$ 25.00
Markup on materials (%)	25%	10%	10%
Delivery	6-8 weeks		
Attended Bid Opening: Marianne Dillard, Jenny Peay, Jon Caimo - Oconee County			

BID NO. 97-34

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The A.R.S. INC. COMPANY
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for electrical wiring for Oconee County Administrative Offices located at 415 South Pine Street, Walhalla, SC

BASE BID (lump sum) including sales tax

\$ 28,500.00

Time and Materials:

Hourly Rate

\$ 45.00 2 MEN

Markup on Materials

25.00 %

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 6 - 8 WEEKS

Bidding Organization: A.R.S.

Mailing Address: 2788 BLUE RIDGE BLVD. WALHALLA, SC 29691

Signature of Bidders Representative: Norman Beaudoin

Title: ELEC. DIV. MGR. Date: 1-12-98

Telephone: 864-638-9935

Fax: 864-638-8129



AMERICAN RESIDENTIAL SERVICES OF SC, INC.

ELECTRICAL • HEATING & AIR CONDITIONING • PLUMBING

2788 Blue Ridge Blvd.

Walhalla, S.C. 29691

(864) 638-9935 • FAX (864) 638-8129



Quality Works

JANUARY 12, 1998

TO:
DCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SC 29691
ATTN: MARIANNE DILLARD
864-638-4141 FAX 864-638-4142

**N
O
T
I
C
E**

This quotation is specifically based upon the conditions hereon. Any subsequent agreement shall be on AIA Document A401 Subcontract form, Current Edition or if other contract is used it is subject to mutually agreed changes and clarifications.

PROPOSAL

Building:
Location: ELECTRICAL WIRING FOR DCONEE COUNTY ADMINISTRATIVE OFFICES

Architect:
LOCATION: 415 SOUTH PINE STREET, WALHALLA, S.C.

ARCH: BID NO. 97-34

WE ARE PLEASED TO QUOTE THE ELECTRICAL ON THE ABOVE REFERENCED JOB AS FOLLOWS:

INSTALL RECEPTACLES AND TELEPHONE WIREWAYS PER PRINTS SUPPLIED #1-#10

ADD 2-200AMP PANELS IN HALLWAY TO FEED NEW RECEPTACLES CIRCUITS. INSTALL PANEL FEEDERS TO EXISTING SERVICES TO BE REPLACED.

DEMO EXISTING RECEPTACLES BY REMOVING DEVICE, DISCONNECTING WIRE IN EXISTING PANEL, AND INSTALLING BLANK PLATE.

NOTES:

1. TELEPHONE WIRE AND DEVICES SUPPLIED AND INSTALLED BY OTHERS.
2. ADDITIONAL DROPS AND WIRING OF MODULAR FURNITURE NOT INCLUDED.

TOTAL CONTRACT AMOUNT.....\$28,500.00

THIS ESTIMATED OFFER IN PROPOSAL FORM BASED ON THE CONDITIONS LISTED ON BACK OF THIS SHEET SHALL BE AN INTEGRAL PART OF ANY ORDER OR CONTRACT ACCEPTED BY THE UNDERSIGNED, SUB-CONTRACTOR. This proposal is subject to acceptance in writing within twenty days from date and is void thereafter at the option of the undersigned or if revoked prior to acceptance.

Respectfully submitted,

AMERICAN RESIDENTIAL SERVICES OF SC, INC.

Date Accepted

Contractor or Owner

By

Signature

Norman Boudoin

WHEN ACCEPTED, PLEASE RETURN ORIGINAL, PROPERLY SIGNED, PROMPTLY

CONDITIONS OF AGREEMENT

1. As used herein, the term ARS shall refer to American Residential Services of SC, Inc. or one of its subsidiaries and the term GC shall refer to the General Contractor or owner of the structure or the primary contractor, or other party with whom this agreement is being made. The term Architect shall refer to the architect with whom the owner of the structure contracts for the design of the project contemplated by this agreement. The term Work shall refer to the work to be done by ARS as set forth in the proposal section of this agreement.
 2. The GC agrees to provide ARS, without charge, use of hoisting, water, lights, telephone use and electrical connections and electrical current or power machines and tools.
 3. The GC agrees not to charge to, attribute to, or make backcharges against ARS for any portion of telephone expense, general office expense, stenographer expense, watchman expense, expense for temporary structures or any other expense.
 4. It is understood that no overtime is included in this proposal.
 5. The GC shall permit ARS to request directly from the Architect information regarding the percentages of completion or the amount certified on account of Work done by ARS.
 6. Warranty will be for a period of one year on all parts and labors installed by ARS. Warranty does not include light bulbs, light fixtures or any disposable items such as air filters. The additional four year warranty on the compressor or refrigeration equipment is by the manufacturer and includes only the compressor and not labor, refrigerant or any additional parts. Warranty period runs from date of completion.
 7. The GC shall be responsible for reasonable protection of all materials installed.
 8. ARS agrees to be liable for delivery of all materials herein to the job site. Should such material arrive at the job site during the absence of ARS personnel, then the GC agrees to accept custody of materials delivered and to store them in a safe and dry place. ARS agrees to reimburse GC for all reasonable expense incurred by GC for unloading such materials.
 9. ARS agrees to place all trash and rubbish related to performance of its services at an on-site location designated by GC.
 10. ARS will not be liable for delays resulting from weather, strikes or any other situation beyond the control of ARS.
 11. ARS agrees to comply with all labor law requirements applicable to ARS in effect at the required time this agreement is entered into, and the proposal herein is based on compliance with such provision.
 12. a. In the event of a breach or default of any of the terms, obligations or conditions of this agreement by the GC, the GC agrees to pay ARS as liquidated damages, the entire amount of expenses incurred by ARS plus 55% of labor cost and 8% of materials cost as overhead expense, plus 10% of the original contract price for profit.
b. In the event of a breach or default of any of the terms, obligations or conditions of this agreement by ARS that it is not cured within three (3) working days after receipt of written notice of such breach or default, the GC may, after three days following receipt by ARS of an additional written notice, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due to ARS. Provided, however, that if such action is based on faulty workmanship or materials and equipment, the Architect shall first have determined that such workmanship or materials and equipment are not in accordance with requirements of the entire agreement between the owner and the GC. Deductions properly made pursuant to this Paragraph 12(b) shall not be subject to the interest rate and work stoppage provisions of Paragraph 22.
 13. ARS agrees to carry Workmen's Compensation and General Liability insurance coverage in an amount not to exceed \$500,000. Additional liability or other insurance required by GC shall be at the expense of the GC.
 14. Any modification of plans or specifications herein shall constitute a basis for an extra charge of labor cost, plus 55% overhead, material and expense cost plus 8% overhead, plus 10% of that total as profit. The GC agrees to provide ARS without charge a complete set of architectural plans and specifications.
 15. Any carpentry, painting, or other work required in connection with the Work herein shall be performed by others without expense to ARS. Delays encountered by ARS by necessity for completing such work shall be charged as an extra as provided in Paragraph 14.
 16. This proposal does not include the cost of any bond required and the cost of same shall be charged to the GC as an extra expense. Bond cost is to be billed at cost, directly to GC and not added to contract amount. Should bond cost be included in contract, the bond cost plus 10% of bond cost is to be added.
 17. ARS does not accept liability for any part of the amount of any liquidated damages assessed or recovered against the GC unless otherwise consented to in writing by ARS.
 18. ARS must be given sufficient and proper notice to start the installation of Work covered by this agreement. The GC is not to require ARS to start any part of Work covered herein until job conditions are suitable for such installation.
 19. The GC is to be responsible for the protection of materials installed and is to carry "Builders Risk" insurance coverage to insure completed work against all losses.
 20. In the event the construction process is extended beyond the time allowed in the specifications, any increase in ARS's cost resulting therefrom, of labor and materials covered herein, shall be added to the contract amount.
 21. The GC shall cooperate with ARS in scheduling and performing its work to minimize conflicts or interruptions in ARS's Work.
 22. Terms of payment shall be net and invoices are due within 10 days after receipt by the GC. All payments not received within 30 days are past due and subject to 1.5% per month service charge or the maximum rate permitted by law, whichever is less. It is understood that failure to comply with payment terms will be grounds for stopping work progress and such progress may remain idle until all payments that are due are received. Such stoppage shall not create liability against ARS for further nonperformance. In no case shall the payment due ARS be contingent upon payment from the owner to the GC, unless the owner's failure to pay the GC is the sole fault of ARS. Retention and final payment shall become due not more than 60 days after completion and acceptance of ARS Work or 30 days after occupancy by the owner. Retention withheld on this contract shall not at any time exceed the amount held by the owner from the GC. [In the event monthly or retention payments, in accordance with the provisions herein, are not paid when due, then interest at 1.5% per month or the maximum rate permitted by law, whichever is less and costs incidental to collection, including reasonable attorneys fees, shall be added to the unpaid balance.]
 23. It is the responsibility of the GC to notify ARS of any special billing requirements such as statements, certifications and dates invoices are to be required by the GC. Withholding or delaying of monthly or retainage payments due to ARS's failure to comply with such requirements resulting from the GC's failure to properly notify ARS will be treated as provided in Paragraph 22.
 24. Invoices representing monthly estimates are to be honored as submitted and are not subject to alteration by GC, Architect, government agency or owner without written notice to and written consent of ARS within ten (10) days. Should any payment request be altered without the opportunity of ARS to produce evidence justifying the amount invoiced, such reductions will be handled as provided in Paragraph 22 and be a basis for stopping further work.
 25. Materials properly stored on the job site are to be considered part of the contract performance and will be included in monthly invoices, and payment for such materials is to be the same as for work performed.
- ### BACKCHARGES
26. Backcharges of any kind for any purpose will not be accepted as part payment of this contract. Charges deducted from monthly or retainage payments will be considered as past due earnings and handled as provided in Paragraph 22. Any anticipated charges must be approved in writing by a representative of ARS and must be itemized and billed to ARS office within thirty (30) days. Payments will be made to the GC within (10) days for all approved charges.
 27. Before ARS completes the Work, the GC may, in writing, issue change orders to add to or subtract from the Work, and ARS shall perform in accordance with such written orders. ARS shall be paid compensation according to Paragraph 14 for any extra work ordered by GC. Extra work should be performed only by written change order, however, if the parties fail to reduce extra work orders in writing, ARS shall nonetheless be paid the value of the extra work according to Paragraph 14.
 28. GC shall indemnify and hold ARS harmless from claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses, including attorneys' fees, arising out of or in connection with the obligations of GC under this agreement, or the operations and work conducted by GC or its agents, employees and other subcontractors. GC shall not be required to provide indemnity against claims, liability, loss or expense when shown by the final judgment of a court of competent jurisdiction to have been caused by the sole negligence or sole misconduct of ARS.
 29. In addition to ARS's other rights stated herein, ARS may terminate this agreement for the same reasons and under the same circumstances and procedures with respect to the GC as the GC may terminate with respect to the owner under the agreement between the GC and the owner.

M # 1680
B # 52102

BID NO. 97-34
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The CLEMENTS ELECTRICAL INC.
submits herewith our Bid in response to bid request number shown above, and in compliance with the
description(s) and/or specification(s) attached hereto for
electrical wiring for Oconee County Administrative Offices located at 415 South Pine Street, Walhalla,
SC

BASE BID (lump sum) including sales tax

\$ 35,300.00

Time and Materials:

Hourly Rate \$ 25.00

Markup on Materials 10 %

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached
hereto.

Delivery Date: 1-12-98

Bidding Organization: CLEMENTS ELECTRICAL INC

Mailing Address: P.O. Box 2041 - SENECA, SC 29679

Signature of Bidders Representative: Alta Clements

Title: V.P. Date: 1-12-98

Telephone: 864-882-7759

Fax: 864-985-0240

BID NO. 97-34
(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The DAVIS ELECTRICAL & PLUMBING INC.
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for electrical wiring for Oconee County Administrative Offices located at 415 South Pine Street, Walhalla, SC

BASE BID (lump sum) including sales tax

\$ 43,851.00

Time and Materials:

Hourly Rate \$ 25.00

Markup on Materials 10 %

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 1-12-98

Bidding Organization: DAVIS ELECTRICAL & PLUMBING INC.

Mailing Address: 532 Poplar Springs Rd. Walhalla SC

Signature of Bidders Representative: Bill Davis

Title: PRESIDENT Date: 1-12-98

Telephone: 864-638-0202

Fax: 864-638-0650

TIMBER BID

Date: 1-14-98

To: Oconee County Purchasing Department
201 West Main Street
208 Booker Drive (mailing address)
Walhalla, S. C. 29691

My bid for the timber offered for sale by Oconee County in the notice of December 17, 1997
under the terms and stipulations is as follows:

\$ 31,850.00 (lump sum bid)

I understand that if I am the successful bidder, I will be required to enter into contract, and pay for the timber within five (5) days after notification of award. I understand that Oconee County reserves the right to reject bids, waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

Signed:

Charles Telephoto

Company Name:

Telephoto Business Inc

Address:

P.O. Box 456 - SALEM

S.C. 29676

Telephone & Fax:

864-944 0892

TIMBER BID

Date: 1-13-98

To: Oconee County Purchasing Department
201 West Main Street
208 Booker Drive (mailing address)
Walhalla, S. C. 29691

My bid for the timber offered for sale by Oconee County in the notice of December 17, 1997
under the terms and stipulations is as follows:

\$ 30,489.34 (lump sum bid)

I understand that if I am the successful bidder, I will be required to enter into contract, and pay for the timber within five (5) days after notification of award. I understand that Oconee County reserves the right to reject bids, waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

Signed:

Meli Pat

Company Name:

Tugaloo Wood Company

Address:

558 Old Clemson Highway
Seneca, SC 29678

Telephone & Fax:

864-882-2001 864-882-5880

TIMBER BID

Date: Jan. 14, 1998

To: Oconee County Purchasing Department
201 West Main Street
208 Booker Drive (mailing address)
Walhalla, S. C. 29691

My bid for the timber offered for sale by Oconee County in the notice of December 17, 1997
under the terms and stipulations is as follows:

\$ 30,436.⁰⁰ (lump sum bid)

I understand that if I am the successful bidder, I will be required to enter into contract, and pay for the timber within five (5) days after notification of award. I understand that Oconee County reserves the right to reject bids, waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

Signed:

Thomas E. Hutchins

Company Name:

West Union Hardwood Inc.

Address:

P.O. Box 938

West Union, S.C. 29696

Telephone & Fax:

638-9515 638-2611

ref: ① Tracy Hamilton, Tri County Wooding Co.
② Roddy Campbell, 603 Evelyn Dr. Seneca, S.C. 29678
③ Jerry Meehan - Durham Meehan, Anderson, S.C.

FACSIMILE COVER SHEET

TO: OPAL

FAX: 864-638-4241

FROM: SANDRA A. SMITH
COMPANY: OCONEE COUNTY SOLID WASTE
PHONE: 864-888-1440
FAX: 864-888-1444

DATE: JANUARY 15, 1998

PAGES: 7

COMMENTS:

PER OUR TELEPHONE CONVERSATION. THIS IS THE INFORMATION FOR THE COUNCIL MEETING. THANKS!!!

EXTRA! EXTRA!

News from the Division of Solid Waste Planning and Recycling

May 27, 1997

Volume 1 No. 1

9 Counties Meet 30% Reduction Goal and 25% Recycling Goal

Columbia, S.C. The Division of Solid Waste Planning and Recycling has determined that nine counties within the State have met both goals (30% reduction and 25% recycling). The counties are: Charleston, Cherokee, Darlington, Lancaster, Laurens, Marlboro, Oconee, Pickens and Union. The Solid Waste Policy and Management Act of 1991 charged the State with meeting both goals six years after the effective date of the Act. The Act became effective on May 27, 1991, so the "goal date" was May 27, 1997. Since May 1997 fell within the Fiscal Year 1997 (July 1, 1996 - June 30, 1997), the Division evaluated the counties efforts based on information submitted with the 1997 Solid Waste Progress Reports. Site visits were conducted at the above counties to verify and confirm the information which was reported to the Division. As a result of meeting both goals, each of the above counties will be eligible to receive a "bonus grant" as outlined in the Act. A total of \$100,000 will be divided between these nine counties.

The Section of the Act which addresses the goals and the "bonus grants" follows:

REDUCTION GOAL

Section 44-96-50. State solid waste management policy goals. (D) It is the goal of this State to reduce, on a statewide per capita basis, the amount of solid waste being received at municipal solid waste landfills and any solid waste incinerators permitted after the effective date of this act by thirty percent, calculated by weight, of the fiscal year 1993 solid waste level, not later than six years after the date of enactment of this chapter. In determining whether this waste reduction goal has been achieved, no more than fifty

percent of this goal may be met by the removal from the municipal solid waste stream of yard trash, land-clearing debris, white goods, construction and demolition debris, and waste tires.

Therefore, the State was charged with:

- ▶ reducing the amount of solid waste being received at municipal solid waste landfills and any solid waste incinerators by 30%, calculated by weight;
- ▶ reduction was based on population;
- ▶ no more than 50% may be met by the removal from MSW stream of yard trash, land clearing debris, white goods, C&D debris, and waste tires;
- ▶ base year tonnage for 1993; and
- ▶ any county that had a recycling or reduction program in place prior to 1993, the base figure for determining the 30% reduction goal is the amount recycled or reduced during one of the preceding two years added to the amount currently being landfilled or incinerated.

RECYCLING GOAL

Section 44-96-50. State solid waste management policy goals. (F) It is the goal of this State to recycle, on a statewide basis, at least twenty-five percent, calculated by weight, of the total solid waste stream generated in this State not later than six years after the date of enactment of this chapter.

Therefore, the State was charged with:

- ▶ goal to recycle at least 25%, calculated by weight, of total solid waste stream (NOT based on population) in FY97;
- ▶ no more than 40% of this goal may be met by removal from MSW stream of yard trash, land clearing debris and C&D debris; and,
- ▶ calculate the total amount of yard trash, land-clearing debris and C&D debris recycled apply 40% of the above amount to the total amount of solid waste recycled.

BONUS GRANTS

Section 44-96-50. State solid waste management policy goals. (G) It is the policy of this State that each county or region make every effort to meet, on an individual basis, the state solid waste recycling and reduction goals and that each county or region, and municipalities located therein, which meet this goal be financially rewarded by the State."

TABLE XV-A - FY97 County Reduction Efforts

COUNTY	FY93 Generation/ Disposal Amount (tons)	Per Capita Generation Rate (tons)		FY97 Reduction Restrictions in Act			FY97 Reduction No Restrictions		
		FY93	30% Reduction	FY97 Per Capita Generation Rate (tons)	Efforts	Rank	FY97 Per Capita Generation Rate (tons)	Efforts	Rank
ABBEVILLE	22,148.40	.91	.64	.94	-3%	26	.94	-3%	28
AIKEN	118,444.55	.98	.69	1.10	-12%	28	.59	40%	12
ALLENDALE	8,671.28	.74	.52	.56	24%	18	.67	9%	22
ANDERSON	144,081.00	.99	.69	1.20	-21%	31	.93	6%	24
BAMBERG	12,743.72	.75	.53	.96	-28%	33	.87	-16%	31
BARNWELL	18,169.71	.86	.60	1.09	-27%	32	.84	2%	26
BEAUFORT	134,359.09	1.48	1.04	1.66	-12%	28	.94	36%	14
BERKELEY	126,930.39	.90	.63	1.04	-16%	30	.66	27%	19
CALHOUN	12,264.99	.96	.67	.81	16%	20	.33	66%	4
CHARLESTON	478,081.17	1.58	1.11	1.08	32%	12	1.10	30%	17
CHEROKEE	90,874.00	2.00	1.40	1.28	36%	10	1.28	36%	14
CHESTER	31,037.12	.97	.68	.55	43%	8	.55	43%	11
CHESTERFIELD	47,031.90	1.21	.85	.86	29%	15	.86	29%	17
CLARENDON	17,919.51	.61	.43	.93	-52%	35	.89	-46%	32
COLLETON	21,444.78	.60	.42	.68	-13%	29	.55	8%	23
DARLINGTON	80,691.64	1.29	.90	.45	65%	3	.34	74%	1
DILLON	42,227.00	1.40	.98	.69	51%	6	.69	51%	9
DORCHESTER	107,730.32	1.33	.93	.60	55%	5	.60	55%	6
EDGEFIELD	16,045.26	.83	.58	.60	28%	16	.57	31%	16
FAIRFIELD	20,033.38	.90	.63	1.04	-16%	30	1.04	-16%	31
FLORENCE	151,158.46	1.28	.90	.37	71%	1	.34	73%	2
GEORGETOWN	100,829.99	2.04	1.43	2.02	1%	25	2.02	1%	27
GREENVILLE	466,728.00	1.42	.99	1.47	-4%	27	1.39	2%	26
GREENWOOD	90,869.06	1.48	1.04	1.90	-28%	33	1.59	-7%	29
HAMPTON	13,401.90	.73	.51	.58	21%	19	.52	29%	17
HORRY	190,579.00	1.16	.81	1.50	-29%	34	1.32	-14%	30
JASPER	9,830.35	.61	.43	.63	-3%	26	.63	-3%	28

COUNTY	FY93 Generation/ Disposal Amount (tons)	Per Capita Generation Rate (tons)		FY97 Reduction Restrictions in Act			FY97 Reduction No Restrictions		
		FY93	30% Reduction	FY97 Per Capita Generation Rate (tons)	Efforts	Rank	FY97 Per Capita Generation Rate (tons)	Efforts	Rank
KERSHAW	41,298.36	.90	.63	.86	4%	22	.67	26%	20
LANCASTER	61,357.72	1.09	.76	.37	66%	2	.37	66%	4
LAURENS	64,808.18	1.10	.77	.77	30%	14	.77	30%	17
LEE									
LEXINGTON	163,877.37	.92	.64	.79	16%	20	.42	54%	7
MARION	45,228.00	1.32	.92	1.28	3%	23	1.03	22%	21
MARLBORO	39,427.76	1.31	.92	.49	63%	4	.49	63%	5
MCCORMICK	7,243.86	.82	.57	.50	39%	9	.46	44%	10
NEWBERRY	41,891.53	1.26	.88	.91	28%	16	.91	28%	18
OCONEE	92,621.00	1.55	1.09	1.07	31%	13	.73	53%	8
ORANGEBURG	85,289.56	.98	.69	.73	26%	17	.68	31%	16
PICKENS	111,784.01	1.16	.81	.65	44%	7	.65	44%	10
RICHLAND	319,089.15	1.09	.76	2.06	-89%	36	1.03	6%	24
SALUDA	11,347.28	.69	.48	.47	32%	12	.46	33%	15
SPARTANBURG	310,675.04	1.33	.93	1.36	2%	24	1.23	8%	23
SUMTER	147,117.06	1.40	.98	.78	44%	7	.44	69%	3
UNION	28,193.31	.92	.64	.61	34%	11	.58	37%	13
WILLIAMSBURG	29,252.18	.79	.55	.75	5%	21	.75	5%	25
YORK	148,392.28	1.07	.75	1.05	2%	24	.74	31%	16
SOUTH CAROLINA	4,323,219.62	1.20	.84	1.08	10%		0.89	26%	

Since Lee County did not submit a 1997 Annual Progress Report, information for their county was unavailable. As a result, the above calculations for South Carolina reflect the efforts of 45 of the states 46 counties.

Prior to receiving Bonus Grants for FY97 Recycling and Reduction Efforts, the Department will require documentation regarding the reduction percentage.

FY97 Reduction Efforts = (Base Year Per Capita Generation Rate - FY97 Per Capita Generation Rate) ÷ Base Year Per Capita Generation Rate

TABLE XV-B - FY97 County Recycling Efforts

COUNTY	RECYCLING			
	Restrictions in Act		No Restrictions	
	Efforts	Rank	Efforts	Rank
ABBEVILLE	21%	16	21%	17
AIKEN	29%	9	29%	11
ALLENDALE	17%	20	17%	20
ANDERSON	24%	13	24%	14
BAMBERG	3%	27	3%	28
BARNWELL	4%	26	4%	27
BEAUFORT	25%	12	27%	13
BERKELEY	63%	2	63%	2
CALHOUN	2%	28	2%	29
CHARLESTON	38%	4	39%	5
CHEROKEE	27%	11	27%	13
CHESTER	8%	24	8%	25
CHESTERFIELD	2%	28	2%	29
CLARENDON	15%	21	15%	22
COLLETON	85%	1	85%	1
DARLINGTON	33%	6	33%	8
DILLON	0%	29	0%	30
DORCHESTER	17%	20	17%	20
EDGEFIELD	20%	17	20%	18
FAIRFIELD	12%	22	12%	23
FLORENCE	22%	15	22%	16
GEORGETOWN	22%	15	22%	16
GREENVILLE	21%	16	21%	17
GREENWOOD	42%	3	42%	4
HAMPTON	12%	22	16%	21
HORRY	17%	20	24%	14
JASPER	17%	20	17%	20
KERSHAW	10%	23	10%	24

COUNTY	RECYCLING			
	Restrictions in Act		No Restrictions	
	Efforts	Rank	Efforts	Rank
LANCASTER	63%	2	63%	2
LAURENS	29%	9	29%	11
LEE				
LEXINGTON	30%	8	30%	10
MARION	36%	5	36%	6
MARLBORO	46%	3	46%	3
MCCORMICK	23%	14	23%	15
NEWBERRY	20%	17	20%	18
OCONEE	30%	8	30%	10
ORANGEBURG	10%	23	10%	24
PICKENS	28%	10	28%	12
RICHLAND	18%	19	35%	7
SALUDA	21%	16	21%	17
SPARTANBURG	19%	18	19%	19
SUMTER	21%	16	23%	15
UNION	32%	7	32%	9
WILLIAMSBURG	7%	25	7%	26
YORK	30%	8	30%	10
SOUTH CAROLINA	34%		34%	

Prior to receiving Bonus Grants for FY97 Recycling and Reduction Efforts, the Department will require documentation regarding the recycling percentage.

$FY97 \text{ Recycling Efforts} = \frac{FY97 \text{ Recycling Efforts}}{\text{Total Amount of Solid Waste Generated in FY97}}$

OCONEE COUNTY RURAL FIRE CONTROL

208 Booker Drive
Walla, South Carolina 29691
Telephone: (864) 638-4220

Frank Broach
District 3

Jess Neville
~~Joseph Neville~~
District 2



Dewitt D. Mize
County Fire Marshal
Home: 972-3989

Charles Chalmers
District 1

Bobby Williams
District 4

Harry Tollison
District 5

TO: Marianne Dillard, Purchasing Agent
FROM: Dewitt D. Mize, Fire Marshal *DDM*
DATE: January 16, 1998
SUBJECT: TRUCK BID

At the regularly scheduled meeting of Rural Fire Commission, the motion was made and passed, to recommend the purchase of next two pumpers from Advanced Fire Apparatus. The total bid for both pumpers is \$375,989.00 which is the low bid; this bid also meets our specifications.

Thank you for your consideration of this matter.



COUNTY-WIDE FIRE PROTECTION AND PREVENTION

BIDDER	Advanced Fire Apparatus, Inc./ Quality Manufacturing, Inc.	4 Guys Stainless Tank & Equipment, Inc.	Carolina Fire Masters/ Emergency One, Inc.	M. & W Fire Apparatus, Inc.
Base Bid - truck #1 - Seneca	189,198.00	201,492.00	202,981.00	205,130.00
Base Bid - truck #2 - Keowee Ebenezer	186,191.00	204,150.00	206,431.00	204,624.00
Sales tax	600.00	*600.00	600.00	*600.00
Grand Total	\$ 375,989.00	\$ 406,242.00	\$ 410,012.00	\$ 410,354.00
		*did not show correct sales tax on bid form		*did not show correct sales tax on bid form
Delivery - truck #1 - Seneca	280 days	220 days	90 -120 days after	240 days
Delivery - truck #2 - Keowee Ebenezer	300 days	220 days	receipt of chassis	240 days
Bid Bond	yes	yes	yes	yes
Attended Bid Opening: Marianne Dillard, Jenny Peay, Dewitt Mize, Bobby Williams, Richard Timms - Oconee County				

BID NO. 97-32

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The ADVANCED FIRE APPARATUS INC.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two (2) 1998 Class A 1,250 GPM Pumper Trucks

Base Bid - Truck #1 - Seneca \$ 189,198.00

Base Bid - Truck #2 - Keowee Ebenzer \$ 186,191.00

Sales Tax \$600.00

TOTAL - Grand \$ 375,989.00

Delivery - Truck #1 - Seneca 280 DAYS A.R.O.

Delivery - Truck #2 - Keowee Ebenzer 300 DAYS A.R.O.

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: _____

Bidding Organization: ADVANCED FIRE APPARATUS INC.

Mailing Address: P.O. 725, JASPER, GA. 30143

Signature of Bidders Representative: *Ray Bailey*

Title: PRESIDENT Date: 1/6/98

Telephone: 800-809-3755

Fax: 706-692-2344

BID NO. 97-32

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691**

~~XMH~~ 4 Guys Stainless Tank and Equipment, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two (2) 1998 Class A 1,250 GPM Pumper Trucks

Base Bid - Truck #1 - Seneca \$ 201,492.00

Base Bid - Truck #2 - Keowee Ebenzer \$ 204,150.00

Sales Tax 300.00

TOTAL - Grand \$ 405,942.00

Delivery - Truck #1 - Seneca Included

Delivery - Truck #2 - Keowee Ebenzer Included

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 220 days (Please refer to the attached clarification)

Bidding Organization: 4 Guys Stainless Tank and Equipment, Inc.

Mailing Address: P. O. Box 90, 230 Industrial Park Road, Meyersdale, PA 15552

Signature of Bidders Representative: *Mark R. Albright*
Mark R. Albright

Title: General Manager Date: January 6, 1998

Telephone: 814-634-8373

Fax: 814-634-0076

BID NO. 97-32

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The CAROLINA FIRE MASTERS

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two (2) 1998 Class A 1,250 GPM Pumper Trucks

Base Bid - Truck #1 - Seneca

\$ 202,981.00

Base Bid - Truck #2 - Keowee Ebenzer

\$ 206,431.00

Sales Tax

600.00

TOTAL - Grand ..

\$ 410,012.00

Delivery - Truck #1 - Seneca

INCL

Delivery - Truck #2 - Keowee Ebenzer

INCL

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 90-120 DAYS ARC

Bidding Organization: CAROLINA FIRE MASTERS LLC

Mailing Address: P.O. Box 1116 BENNETTSVILLE, SC 29512

Signature of Bidders Representative: [Signature]

Title: GENERAL MANAGER

Date: 1-6-98

Telephone: 1-800-741-7410

Fax: 1-803-479-3823

BID NO. 97-32

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The M & W Fire Apparatus, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for two (2) 1998 Class A 1,250 GPM Pumper Trucks

Base Bid - Truck #1 - Seneca \$ 205,130.00

Base Bid - Truck #2 - Keowee Ebenzer \$ 204,624.00

Sales Tax 300.00

TOTAL - Grand \$ 410,054.00

Delivery - Truck #1 - Seneca included

Delivery - Truck #2 - Keowee Ebenzer included

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 240 calendar days (see Supplemental Form)

Bidding Organization: M & W Fire Apparatus, Inc.

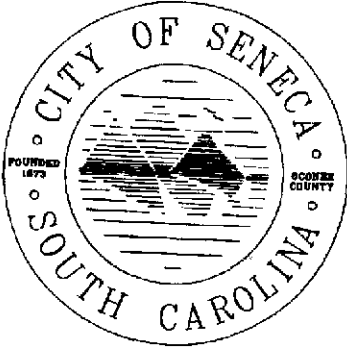
Mailing Address: Rt. 4 Box 97A Vinton, Va 24179

Signature of Bidders Representative: Douglas T. Widner *Douglas T. Widner*

Title: President Date: 1/5/98

Telephone: (540) 890-2081

Fax: (540) 890-5847



CITY OF SENECA

P.O. Box 4773
221 East North First Street
Seneca, South Carolina 29679
(864)885-2700

Council Members:

Carol H. Cunningham
Gregg Davis
Marvin G. Gray, Jr.
Bobby Laye
Ronnie O'Kelley
Charles H. Reid
Robert Holbrooks

Mayor John W. Fields
Mayor Pro Tem Dan Alexander

January 15, 1998

**Harrison Orr
Oconee County Supervisor
208 Booker Drive
Walhalla, SC 29691**

Dear Harrison,

At its regular scheduled meeting of January 13, 1998 the Seneca City Council voted to recommend Mr. Dewitt Martin for re-appointment to the Oconee County Sewer Commission.

Your consideration in this matter will be greatly appreciated. Should you need additional information or have any questions, please feel free to call me at your convenience. With warm personal regards, I am

Very Truly Yours,

**John W. Fields
Mayor, City of Seneca**

**xc: Bob Winchester, Oconee County Sewer Commissioner
Seneca City Council Members**



Appalachian
COUNCIL OF GOVERNMENTS

50 Grand Avenue • PO Drawer 6668
Greenville, SC 29606 • (864) 242-9733

January 5, 1998

Mr. Harrison Orr, Supervisor
208 Booker Drive
Walhalla, SC 29691

Dear Harrison:

The terms of citizen and minority members appointed by the County Council to the Appalachian Council of Governments' Board expire in January of even-numbered years. It is now time for Oconee County Council to appoint or **re-appoint** its citizen and minority COG Board representatives for a two-year term, which will expire in January 2000. The names and addresses of the persons currently holding these positions are shown below:

Citizen Member

Robert Gaillard
P. O. Drawer 188
Walhalla, SC 29691

Minority Member

Charles Reid
351 Stribling Street
Seneca, SC 29678

Please Note: Over the past several years, a conflict has persisted between the councils of governments in South Carolina and the Economic Development Administration (EDA) relative to the selection and appointment of minority members to councils of governments' boards. The EDA requirement is actually in conflict with the COG bylaws, which state that minority members will be appointed by the respective county council.

The conflict will not arise if:

- 1) County Council **re-appoints** the same minority member(s) as currently hold the position(s); or
- 2) New minority appointees are **locally elected officials** such as county or city council members, school board members or other **elected** posts.

State of South Carolina
County of Oconee

Resolution 98-1

**A RESOLUTION OF OCONEE COUNTY PLANNING COMMISSION
IN SUPPORT OF PRIVATE PROPERTY RIGHTS**

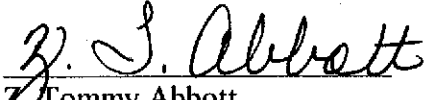
Whereas, The Oconee County Planning Commission has a duty to develop and carry out a continuing planning program for the physical, social, and economic growth, development and redevelopment of Oconee County.

Whereas, H.3591, The Inordinate Burden, or Takings Bill, is under consideration by the South Carolina General Assembly, and the bill will impose immense costs to South Carolina Taxpayers through needless litigation and deterioration property values. The Bill will require taxpayers to pay big businesses such as large developers, billboard operators, and industrial hog and poultry producers to follow standards that protect our neighborhoods and small private property owners and has the potential to be the largest unfunded mandate ever placed on local governments.

Whereas, The Bill will congest South Carolina's court system with unnecessary lawsuits by big businesses resulting from claims that new safeguards, including basic zoning and building codes that protect our communities and the environment, constitute an "inordinate burden" on them. The bill gives decision-making control regarding community standards to lawyers, judges, and special interest groups and takes away the authority of neighborhoods to create and enforce safeguards.

Whereas, South Carolina is proud of the quality of life that it provides for its citizens. This Bill, H.3591 will take away the ability of communities to enact safeguards that protect the attributes that make our state a quality place to live and work.

NOW THEREFORE, BE IT RESOLVED, This 20th day of January, 1998 that the Oconee County Planning Commission is opposed to passage of h.3591 and encourages the South Carolina Senate not to enact this legislation that resembles it.


Tommy Abbott
Planning Commission Chairman
Oconee County

DRAFT

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE NO. 98-_____

TITLE: AN ORDINANCE ESTABLISHING THE OCONEE COUNTY ACCOMMODATION
TAX ADVISORY COMMITTEE

SECTION I PREAMBLE

Whereas, the General Assembly for the State of South Carolina has imposed a tax upon accommodations for transients and has codified the same in Chapter 36 of Title 12 of the South Carolina Code of Laws; and,

Whereas, §6-4-25, South Carolina Code of Laws Annotated (1976), as amended, provides that a County receiving more than Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in revenue from the accommodations tax and County areas collecting more than Fifty Thousand and no/100 (\$50,000.00) Dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax; and,

Whereas, the Oconee County Council, as the governing body for Oconee County, South Carolina has determined that it is necessary and appropriate to enact an ordinance providing for the creation of a local Accommodation Tax Advisory Committee for Oconee County.

NOW THEREFORE, the Oconee County Council, in session, duly assembled adopts this ordinance for the purposes stated herein.

SECTION II TITLE

The title of this Ordinance shall be "An Ordinance Providing for the Creation of the Oconee County Accommodation Tax Advisory Committee".

SECTION III PURPOSE

The purpose of this Ordinance shall be to create and provide for an advisory committee for the purpose of advising the Oconee County Council concerning the distribution of revenues received by Oconee County and generated from the accommodations tax.

SECTION IV MEMBERSHIP AND FUNCTIONS

A) Upon the effective date of this Ordinance, the Oconee County Accommodations Tax Advisory Committee shall be reorganized and reconstituted as set forth herein. Members of the Committee shall be appointed by the Oconee County Council in session, duly assembled. The Advisory Committee shall consist of seven members with a majority being selected from the hospitality industry of the County. At least two of the hospitality industry members shall be from the lodging industry. One member shall represent the cultural organizations of the County. Membership of the Committee shall be representative of all areas of the County with a majority of the

membership coming from no one area. Each member shall serve a term of three (3) years, EXCEPT that the initial term of four (4) members shall be for a period of two (2) years, with the initial term of the remaining three (3) members to be for a period of three (3) years, and thereafter, all members shall serve for a three (3) year term or until their successors in office are duly appointed. No member shall vote on any matter in which he has an economic interest for himself, a member of his immediate family, an individual with whom he is associated, or a business with which he is associated.

B) Removal of Members. Members of the Committee may be removed at any time by a majority of the Oconee County Council for cause. If or in the event any member shall fail to attend fifty (50%) percent of the regularly scheduled meetings within a period of twelve (12) calendar months, such member shall be deemed to have resigned his position and may be replaced without notice by action of the Oconee County Council. PROVIDED, HOWEVER, that if such absences are excused by the Chairman of the Committee and/or the Supervisor-Chairman of the Oconee County Council, then this provision may be waived.

C) Function and duties of the Committee. The Advisory Committee shall adopt guidelines to fit the needs and time

schedules of the area. The guidelines shall include the requirements for application for funds from dues generated by the accommodation tax and to be distributed by Oconee County. The Advisory Committee shall submit written recommendations to the County Council concerning the expenditure of such funds at least once annually. The Advisory Committee shall have such responsibilities and duties as are more fully set forth in Chapter 4 of Title 6 of the South Carolina Code of Laws, as the same may be from time to time amended. PROVIDED, HOWEVER, All acts of the Advisory Committee involving the expenditure of funds and other matters shall be subject to review and approval by the Oconee County Council.

D) Compensation. Members of the Advisory Committee shall serve without compensation, but shall be entitled to be reimbursed according to the County reimbursement policy, per diem for travel outside of Oconee County when the same is necessary in the furtherance of the Committee's business and that of the County Council upon prior approval of the Oconee County Council.

E) Organization. The Advisory Committee shall meet as often as is necessary and shall enact its own by-laws governing the conduct of its meetings. From its own number, to serve a term of one (1) year, the Committee shall select a chairman, vice-chairman,

secretary and treasurer. All officers, including the chairman, shall have the right to vote on any question coming before the advisory committee. All officers may be re-elected to serve successive terms during their membership.

SECTION V

All Ordinances, Motions, Resolutions and Acts of the Oconee County Council inconsistent herewith are hereby repealed. All actions and recommendations of any Advisory Committee established by Oconee County for the purposes of making recommendations for the distribution of ATAX Funds and approved by the Oconee County Council are hereby ratified and affirmed. If any word, phrase, sentence, paragraph or provision of this Ordinance is held invalid by a Court of competent jurisdiction, the remaining words, phrases sentences, paragraphs and provisions shall survive such action and shall remain in full force and effect.

County-Wide Sewer Gets Favorable Vote In County

WALHALLA - With about a 24 percent turnout Oconee's registered voters gave approval to a \$12.5 million county-wide sewer plan in Tuesday's referendum with an unofficial tally of 1879 in favor and 1249 opposing.

Two other issues were voted on the three ballot referendum concerning the form of local government to be used in the county and the method of electing officials to fill positions in the chosen form of home rule -- at large or through single member districts.

Although no clear majority was evident, the council-supervisor form of home rule government edged out the council-administrator form by a margin of 952-924.

According to reports a runoff between these forms of home rule will be held in two weeks (April 27).

The council form of government now being used in Oconee received 558 votes, the council-manager form 123 and the board of commissioners form 536.

County voters chose the single member district method of election over the at large method by a 1902-1205 margin.

The countywide sewage treatment system, voted heavily

in favor by the larger municipalities, will continue according to plans which include designing and construction in the near future.

About half of the smaller communities, in Oconee showed opposition to the proposed system which will be funded with 75 percent federal funds and 25 percent local funds paid through fair user's fees.

Unofficial Vote In Tuesday's Referendum

4-27-76 Date of ...

	Home Rule Form *					Method Of Election		Countywide Sewage System	
	1	2	3	4	5	At Large	Single Districts	Yes	No
Corinth	4	10	6	6	10	12	24	18	18
Earles Grove	6	6	7	0	15	7	27	10	24
Fair Play	4	9	15	1	21	5	46	7	45
Friendship	6	10	10	2	9	13	24	26	11
Holly Springs	4	17	3	0	1	10	15	7	18
Keowee	20	21	20	3	12	43	41	56	30
Long Creek	18	16	1	1	6	22	20	8	34
Madison	1	10	27	1	5	23	21	14	30
Mt. Rest	40	27	34	3	16	43	77	85	35
Newry	1	12	0	1	8	16	16	19	13
Oakway	3	69	13	3	26	21	92	35	80
Providence	1	35	3	0	4	2	40	26	17
Ravenel	20	21	67	7	7	36	86	100	22
Return	5	24	3	2	9	12	31	11	32
Richland	8	9	10	1	7	16	19	21	14
Salem	17	29	35	2	31	43	68	56	58
Seneca #1	65	72	154	15	49	122	227	232	120
Seneca #2	81	73	144	16	44	124	237	218	145
Shiloh	8	11	11	4	15	10	39	24	25
South Union	0	27	1	1	6	9	26	3	32
Tamassee	16	30	10	5	19	29	42	20	60
Tokeena	2	37	7	0	5	14	38	26	26
Utica	5	12	9	0	8	18	16	20	14
Walhalla #1	74	110	111	9	60	210	156	258	110
Walhalla #2	75	86	102	19	52	185	154	236	105
Westminster #1	29	67	54	8	42	57	144	149	54
Westminster #2	31	72	52	10	35	56	148	152	53
West Union	14	20	20	3	14	40	31	47	24
TOTALS	558	962	924	123	536	1205	1902	1879	1249

- * 1. County Council 2. Council-Supervisor 3. Council-Administrator
4. Council-Manager 5. Board of Commissioners

Students Denied Request To Attend Walhalla High

By Abner Hall
WALHALLA - The Oconee County School Trustees denied Tuesday night a request from the Tamassee DAR School for permission to send 31 students to Walhalla High School next fall.

Col. J. D. Marrett, administrator of the DAR School, told trustees the Executive Board of the school felt DAR students could get a better education

Bruner Hare of the Long Creek area. "Distance was not considered when they closed our schools in Long Creek and sent them to Westminster. That wasn't strong enough reason to save the Long Creek schools."

Chairman Senn Pleased With Vote

SENECA - Joe Senn, chairman of the Oconee County Sewer Commission, said Wednesday morning he was elated over the approval of the countywide sewer system by county voters Tuesday.

"I would like to thank the voters for their confidence shown in the sewer program and I think we are moving in the right direction," he said.

"We will be first in the state with a county-wide sewer system and it will be a real asset to our county in that we can now attract new industry. Not only will it benefit the three towns but it will help

Charlie... a child... as Mrs. Jackie... Mervin... gernon"... a three... b. Show

Observations can be made by calling 882-7700.

Repeating the successful venture of "Music Man", the MASK will hold a special benefit performance for senior citizens on Thursday, April 29. If you are a senior citizen or work with groups of senior citizens in the county, call MASK for more information. No ticket is necessary.

tion At mission

*Keowee
Council 4-20-76*

erator... elings... airport... Gable... been... that... son's... y, in

In other business the aeronautics commission heard a report from Bill Cox of Talbert, Cox and Associates who said the master plan to extend the existing runway at the airport had been approved by the Federal Aviation Agency (FAA).

Cox also said the environmental impact assessment had been ok'ed by the FAA and that necessary action prior to construction was about 95 per cent completed.

Federal funds are presently at a standstill according to Cox, but it is believed money will be made available by Congress in the near future.

If Congress provides the funds as believed, construction on the extension could begin within three to six months following federal appropriations.

Tuesday's ^{Date of Rec. 4-29-76} Unofficial Vote Tally

	Council-Supervisor	Council-Administration
Corinth	5	20
Earles Grove	26	6
Fair Play	25	19
Friendship	9	21
Holly Springs	9	7
Keowee	34	23
Long Creek	30	18
Madison	20	24
Mt. Rest	43	54
Newry	18	8
Oakway	91	14
Providence	44	8
Ravenel	33	69
Return	24	11
Richland	25	9
Salem	56	27
Seneca #1	85	169
Seneca #2	81	175
Shiloh	23	12
South Union	28	2
Tamassee	35	14
Tokeena	34	3
Utica	14	15
Walhalla #1	126	122
Walhalla #2	108	131
Westminster #1	96	68
Westminster #2	85	51
West Union	30	21
TOTALS	1237	1121

he was not surprised at the results but he had not campaigned for either form. "I'm no politician," said Phinney. "That's why I didn't campaign either way. I let the people make up their own minds."

The supervisor will now be in charge of new duties, in addition to his present duties. Among those duties added to his job is that of preparing an annual budget.

County attorney Jerry Fedder said Wednesday morning, he believes the new form of government will take effect on Jan. 1, 1977. He added the county legislative delegation must make five or more single-member districts following the referendum vote and members from these districts must be elected from the district they reside in.

The present county council will stay in office until their terms expire.

Phinney said he would cooperate with council in an effort to bring about the desired form of government.

The new form of government will replace the county council that has been in office only 18 months.



Crusade derway

Troy Hawkins, rural residential chairman; and Gruber Sires, business and industry

Bu: Mr Jar. and Bur son Cap dau Doy Dav Edw Mich and Al Mc Ke W. Aller the p ment. John Mo at St years He Clems menta tion f Univer He i Peggy they h Bill Hire Mail WAL ardson, been h Mainto A. Lock Sept. 3 Richa masonr Oconee Seneca. Th Set WAL murder

FACTS

"HOME RULE" FORM OF GOVERNMENT

REFERENDUM LAST HELD 1976, 22 YEARS AGO.

IN 1976, THE COUNTY HAD APPROX. 13,000 VOTERS.

WITH REFERENDUM HELD ON APRIL 13 - 1976 WITH ALL FIVE FORMS ON BALLOT, ONLY 3128 VOTERS, 24% VOTED. ONLY 28 VOTES BETWEEN COUNCIL-SUPERVISOR FORM AND COUNCIL ADM. FORM. ON THE RUN-OFF 2 WEEKS LATER, ON APRIL 27-76, ONLY 2358 VOTERS OR 18% OF REG VOTERS CAST THEIR VOTE.

THE PRESENT FORM OF GOV'T, COUNCIL-SUPERVISOR ONLY PASSED THE COUNCIL-ADMINISTRATOR FORM BY 116 VOTES.

PRESENTLY THERE ARE OVER 37,000 REG VOTERS